

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF NEW YORK

STIPULATION AND ORDER FOR A FINAL SETTLEMENT AGREEMENT

WHEREAS, Plaintiffs filed a Complaint alleging that by conditioning approval of a permit to assemble on securing insurance coverage, paying overtime wages to the Syracuse Police Department officers assigned to an event, and consenting to searches of all attendees, Defendants violated Plaintiffs' rights under the First, Fourth, and Fourteenth Amendments to the United States Constitution;

WHEREAS, the Parties have engaged in settlement negotiations and have voluntarily agreed to enter into this Settlement Agreement to resolve this Action;

WHEREAS, the Parties represent and agree that this Settlement Agreement is fair, reasonable, and adequate to protect the interests of all Parties and that no party hereto is an infant or incompetent;

WHEREAS, the Parties have negotiated in good faith and have agreed to settle this Action on the terms and conditions set forth herein;

WHEREAS, nothing in this Settlement Agreement shall be construed as an admission of law or fact or acknowledgement of liability, wrongdoing, or violation of law by the Defendants regarding any of the allegations contained in the Complaint in this Action;

WHEREAS, the City of Syracuse has a current goal of implementing a permit system designed to limit police officer assignments to a narrowed scope of permitted events based on objective criteria with a preference toward the use of private security;

NOW, THEREFORE, IT IS HEREBY STIPULATED, AGREED, AND ORDERED AS FOLLOWS:

DEFINITIONS

As used in this Agreement:

Action means *Black Artist Collective, et al. v. The City of Syracuse, et al.*, Case No. 21-cv-00754.

City means the City of Syracuse and all City of Syracuse personnel.

Police Department means the Syracuse Police Department and all Syracuse Police Department personnel.

Permit means the City of Syracuse Application for Event Permit, Supplemental Form 1A, Supplemental Form 1B, and Supplemental Form 2 negotiated between the parties and attached hereto as Exhibit A.

Effective Date means the date of entry of the order of the United States District Court for the Northern District of New York approving this Settlement Agreement.

Plaintiffs' Counsel means Legal Services of Central New York, Inc. the attorneys representing Plaintiffs in this Action.

Defendants' Counsel means Corporation Counsel for the City of Syracuse representing Defendants in Action.

Settlement Agreement or Agreement means this Stipulation and Order for a Final Settlement Agreement between the Parties.

1. Effective Time Period. The terms of this Agreement as set forth in Paragraph 3 shall remain in full force and effect for a period of five (5) years from the Effective Date.

2. Dismissal with Prejudice. The Parties agree to the dismissal of the Action in its entirety with prejudice, except as to enforcement of this agreement as set forth in Section (6) herein.

3. Permit Practice and Policy.

a. The City agrees that within thirty (30) days of the Effective Date that the Permit will be implemented by the City which will include replacing any and all previous versions of the Community Event permit of the City and/or the Police Department with the Permit and making the Permit available for use by the public.

b. The City agrees that if any changes are made to the Permit, the City shall preserve the principles of the Permit including: (1) using objective, content-neutral criteria to determine when police officers are assigned to events; (2) where appropriate, allowing for alternative options for event security through the hiring of private security companies; (3) no blanket ban on flags and flag poles; and (4) no blanket search policies whereby event applicants, or those attending the event, are

required to consent to searches as a condition to receiving a permit except that the Permit may include language notifying applicants that searches may be required if:

- 1) the Event is one requiring elevated high security (such as the presence of a public figure or other dignitary); or
- 2) the Event is held within an enclosed space that—regardless of the Event—would in the normal course of business so require (e.g., City Hall).

c. If any changes to the Permit are proposed by the City within five (5) years of the Effective Date, the City will serve a written notice of the intent to change the Permit and any proposed changes on Plaintiffs' Counsel. The Parties agree to meet and confer within five (5) business days after service of such a notice to negotiate the changes to the Permit. The Parties agree to negotiate any changes to the Permit in good faith. However, the City does not require Plaintiffs' or Plaintiffs' Counsel's consent to modify the permit.

d. The City has provided training to the appropriate City and Police Department staff on the Permit and the principles outlined in Paragraph 3(b) above.

e. The City shall provide to the Plaintiff groups, the Black Artist Collective and BlackCuse Pride, a \$50 per 4-hour event discount on Permit application fees for events organized by those groups during the time period set forth in Paragraph 1. The Permit application fee discounts provided to the Plaintiff groups shall not exceed four single day events per year per group. Nothing in this section shall be construed as a guarantee that the City will approve a permit submitted by the Plaintiff groups.

4. Reporting and Monitoring.

- a. Starting on October 1, 2022, and continuing every quarter thereafter for five (5) years, the City will provide to Plaintiffs' Counsel: all Applications for Event Permits, Supplemental Form 1As, Supplemental Form 1Bs, and/or Supplemental Form 2s received by the City in the preceding quarter; the permit granting the application or the reason why the application was denied; confirmation as to whether police officer assignment was required, and, if so, the number of police officer's assigned; and confirmation as to whether private security was required.
- b. The information provided in Paragraph 4(a) will be provided to Plaintiff's Counsel by email to acroom@lscny.org and jcotter@lscny.org, in .pdf or .xcl format, or to whomever may be their successor in this matter.

5. Attorneys' Fees and Costs

- a. Defendants will pay Plaintiffs' Counsel the sum of One Thousand Dollars (\$1,000.00) as attorneys' fees and costs in full satisfaction of Plaintiffs' claims for fees and costs.
- b. The payment shall be made payable to "Legal Services of Central New York, Inc." and will be mailed or delivered to Legal Services of Central New York, Inc., 221 S. Warren St., Ste. 300, Syracuse, NY 13202, within 30 days after both this order has been entered and Plaintiffs' Counsel has delivered to Defendants' Counsel a completed and signed U.S. treasury form W-9 showing the proper taxpayer identification number of Legal Services of Central New York, Inc.

6. Enforcement and Retention of Jurisdiction

- a. The United States District Court for the Northern District of New York shall retain jurisdiction over the subject matter of the Agreement and the Parties for

the purpose of enabling the Parties to apply to the Court for such further order, direction, and relief as may be necessary or appropriate for the construction or interpretation of this Agreement or to effectuate or enforce compliance with its terms.

- b. The Parties commit to work in good faith to avoid enforcement actions. If Plaintiffs believe that Defendants are not in compliance with a provision of this Settlement Agreement, Plaintiffs shall give notice to all parties in writing and shall state with specificity the alleged non-compliance. Upon receipt of such notice by Defendants, the Parties will promptly engage in good-faith negotiations concerning the alleged non-compliance and appropriate measures to cure any non-compliance. If Plaintiffs and the Defendants have not reached an agreement on the existence of the alleged non-compliance and curative measures within 30 days after receipt of such notice of alleged non-compliance, Plaintiffs may seek all appropriate judicial relief with respect to such alleged non-compliance, upon two business days' prior notice ("Escalation Notice") to Defendants' Counsel, which notice shall inform such Defendants' Counsel that Plaintiffs intend to seek judicial relief. The Parties may extend these time periods by written agreement. Nothing said by Parties, Plaintiffs' Counsel, or Defendants' Counsel during the good-faith negotiations referenced in this paragraph may be used in any subsequent litigation, including, without limitation, litigation in connection with this Agreement, for any purpose whatsoever.
- c. Notwithstanding the dispute resolution procedures set forth above, if exigent circumstances arise, Plaintiffs may seek expedited judicial relief against

Defendants based upon an alleged breach of this Agreement, upon three (3) business days' prior notice to Defendants' Counsel.

- d. The failure to enforce any provision of this Agreement with respect to any deadline or other provision herein shall not be construed as a waiver of any right to enforce deadlines or provisions of this Agreement going forward.
- e. This Agreement is effective immediately upon the final approval of this Court.

7. **General Release.** Plaintiffs, Plaintiffs' agents, successors, and assigns, fully and forever release and discharge the City, including all of its agents, servants, employees, successors, heirs, executors, administrators, and assigns and any agencies, departments, divisions, and employees, servants, and agents, from any and all claims, injuries, demands, causes of actions, liabilities, legal claims, expenses or damages of whatever kind, nature, or description whether known or unknown, suspected or unsuspected or later discovered, whether in law or in equity, upon contract or tort, under state or federal law or laws, or under principle of common law or otherwise which he or she may have had, now has, or later may have, or claim to have, or assert as result of any actions or omissions by the City which occurred or could have occurred on or prior to the date of this Agreement that relate in any manner to all claims and incidents giving rise to the allegations in this Action, which shall include, but not be limited to, claims for state tort and civil rights violations, including but not limited to any claims under Title 42 of United States Code Section 1983 (42 U.S.C. § 1983) as well as State claims for any tortious negligence, intentional infliction of emotional distress, or any violation of the New York State Constitution. This release specifically includes any claim that has been brought or could have been brought in this Action, except as to any enforcement actions arising under this Agreement as set forth in Paragraph (6).

8. Representations. All Parties acknowledge and represent that in negotiating this Agreement and its terms, they have been represented by and have conferred with legal counsel. Plaintiffs represent and warrant that Plaintiffs have carefully read the read this Agreement, understands its contents and has executed it as of Plaintiffs' own free will and voluntary act. Plaintiffs represent and warrant that Plaintiffs' are legally competent to execute this Agreement and assumes full responsibility for and assume the risks of all mistakes in fact or in law regarding any damages, losses or injuries, whether disclosed or undisclosed, that have been or may have been sustained as a result of any and all claims and incidents giving rise to the allegations in this Action.

9. Notice. Any notice required by this Agreement shall be made in writing to.

Plaintiffs' Counsel:

Legal Services of Central New York, Inc.,
221 S. Warren St., Suite 300
Syracuse, NY 13202

Defendants' Counsel:

Department of Law
Office of the Corporation Counsel
233 E. Washington Street
City Hall Room 300
Syracuse, NY 13202

In the event that any substitution is to be made in counsel to receive communications under this Agreement, all counsel shall be informed, and the name and contact information for substitute counsel shall be provided.

10. Entire Agreement. This Agreement constitutes the entire agreement of the Parties and all prior representations and discussions are merged and incorporated herein.

11. Few or Different Facts: No Effect. Except as provided herein, this Agreement shall be, and remain, in effect despite any alleged breach of this Agreement or discovery or existence of any new or additional fact, or any fact different from that which either party now knows or believes to be true. Notwithstanding the foregoing, nothing in this Agreement shall be construed as, or constitute, a release of any party's right to enforce the terms of this Agreement.

12. Amendment. This Agreement may not be amended except in writing and executed by all Parties.

13. Severability/Interpretation. Should any provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining clauses, parts, terms, or provisions shall not be affected thereby and said illegal or invalid clauses, parts, terms, or provisions shall be deemed not to be part of this Agreement. The headings within this Agreement are purely for convenience and are not to be used as an aid in interpretation.

14. Rules of Construction. The Parties acknowledge and agree that they have each had the opportunity to have this Agreement reviewed by counsel of their choosing. Therefore, the normal rule that ambiguities are construed against the drafter shall not apply in connection with interpretation and construction of this Agreement.

15. Executed in Multiple Parts. This Settlement Agreement may be executed in several counterparts and all so executed will constitute the Settlement Agreement that is binding on all the parties hereto. Facsimile and/or emailed signatures on this Settlement Agreement and any counterparts will be deemed to constitute original signatures.

IN WITNESS THEREOF,

Dated: July 19, 2022


SUSAN R. KATZOFF, ESQ.

CORPORATION COUNSEL, ON BEHALF OF
THE CITY OF SYRACUSE

STATE OF NEW YORK)
) SS:
COUNTY OF ONONDAGA)

On this 19 day of July, 2022, before me, the subscriber, personally appeared
SUSAN R. KATZOFF to me known and known to me, authorized to execute the within Agreement
and she acknowledged to me that she executed the same.

TODD M. LONG
NOTARY PUBLIC-STATE OF NEW YORK
No. 02LO6319286
Qualified in Onondaga County
My Commission Expires February 23, 2023


Notary Public

Dated: July 22, 2022


SERENA SEALS

ON PLAINTIFF SEALS' BEHALF AND
ON BEHALF OF PLAINTIFF BLACKCUSE PRIDE

STATE OF NEW YORK)
) SS:
COUNTY OF ONONDAGA)

On this 22 day of July, 2022, before me, the subscriber, personally appeared
SERENA SEALS to me known and known to me, authorized to execute the within Settlement
Agreement and he acknowledged to me that he executed the same.

CHRISTINA M. MARONI
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01MA6361648
Qualified in Onondaga County
Commission Expires July 17, 2022


Notary Public

Dated: July 22, 2022

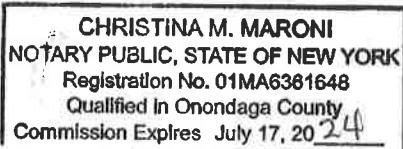


MARTIKAH WILLIAMS

ON PLAINTIFF WILLIAMS' BEHALF AND
ON BEHALF OF PLAINTIFF BLACK ARTIST
COLLECTIVE

STATE OF NEW YORK)
)
) SS:
COUNTY OF ONONDAGA)

On this 22 day of July, 2022, before me, the subscriber, personally appeared **MARTIKAH WILLIAMS** to me known and known to me, authorized to execute the within Settlement Agreement and he acknowledged to me that he executed the same.



SO ORDERED this ____ day of _____,
2022

UNITED STATES DISTRICT JUDGE

Exhibit “A”

City of Syracuse
Application for Event Permit

Office of Special Events • 412 Spencer Street • Syracuse, NY 13204
Phone: 315-473-4330 • Fax: 315-428-8513

PUBLIC PROGRAMS GUIDELINES

The following is an outline of procedures to follow in your application for a permit to hold an event on public property in the City of Syracuse (the "City"), which is subject to final review and approval of the City. You need to review the below sections closely, as there is information set forth in each section that will affect what steps you need to take to complete your application for final review.

Please note that the below list is neither definitive nor may all the points outlined apply to your event. We would ask event planners, therefore, to contact the Office of Special Events and set up a meeting to review your plans and these guidelines. Our Special Events staff should be contacted as you begin to put your plans together and NO LATER THAN FOUR WEEKS PRIOR TO YOUR EVENT.

ALCOHOL

NO ALCOHOLIC BEVERAGES ARE ALLOWED FOR CONSUMPTION OR SALE. Please be aware that violations are subject to penalty pursuant to City Ordinance. You will need to obtain a separate permit, license, or waiver for the sale, distribution, or consumption of alcohol at your event.

EVENT TYPE

An Event Permit is generally understood to authorize the applicant's Event to take place at the public place under certain reasonable time, place, and manner restrictions.

The City distinguishes between:

- (a) Public Assemblies or Parades:** Events that are held in the public right-of-way (i.e., street, highway, parking lot, parking garage, bridge, culvert, crosswalk, etc.);
- (b) Private Events:** those held in the City's parks, event spaces, or other Public spaces for exclusive use by participants invited by the permitted group; and
- (c) Community Events:** events hosted by a group that are open to the general public whether at no charge or for a fee determined by the sponsor of the Event Permit.

Public Assemblies or Parades, are strictly governed in law by Chapter 16, Article 10 of the Revised General Ordinances titled "Public Assemblies And Parades; Display Of Flags." Those Private Events and Community Events held in the City's parks, event spaces, or other public spaces are subject to the regulations set forth by the Department of Parks, Recreation & Youth Programs—pursuant to Syracuse City Charter and City Revised General Ordinance Chapter 14—as summarized and set forth in part within this application.

EVENT TYPE (CONTINUED)

Please review the following to determine which type of event you are applying for, and then proceed to fill-out the appropriate supplemental form(s), if any, in order to advance in the Event Permit application process:

1. A “**Private Event**,” is the most common and simple event type. It is generally defined as an individual’s or an organization’s request for an Event Permit for their exclusive use of a certain portion of a public City park, such as a pavilion, an athletic field, or any other reasonably apportioned designated area for *private* use of that group. Private Events, in a public City space, are for participants invited by the sponsoring organization only. Examples of such Private Events may be family reunions, company or organization member-only picnics, or private athletic uses (e.g., softball game). Unless informed otherwise by a member of the Parks Department, the applicant need only initially complete the “Application for Event Permit,” and does not need to fill-out either of the attached Supplemental Form 1A or 1B. If you intend to invite 200 people or more, the Parks Department may ask you to complete **SUPPLEMENTAL FORM 1B** and **SUPPLEMENTAL FORM 2**.
2. “**Public Assembly**” and “**Parades**” are defined generally as any event involving a concentration of persons upon the City’s streets which, as a result, the assembly/parade would require government directed contingencies for the protection of participants, protection of the traveling public, and the continuity and coordination of emergency services to the community. This includes both organized stationary public assembly events and any mobile parades as further defined in and governed by Section 16-35 of the City’s Revised General Ordinances. Private security and/or SPD officers may be required for these events at the applicant’s expense. If you are applying for a “Public Assembly” or “Parade” permit, in addition to the Application for Event Permit **you will be required to fill-out SUPPLEMENTAL FORM 1A and SUPPLEMENTAL FORM 2**.
3. A “**Community Event**” is, for all intents and purposes, a hybrid of both a “Private Event” and a “Public Assembly.” In essence, a “Community Event” is one where an individual’s or organization’s request for a permit for the exclusive use of a public space—such as a City park—that does *not* include the public right-of-way and/or does *not* otherwise have any meaningful collateral effect upon the public right-of-way. These events are designated for exclusive use of the designated area of the public space under the permit like a Private Event, but, unlike a Private Event, there is no specific invitation requirement. A Community Event is considered open to participants from the general public, even if a monetary fee is imposed by the sponsoring organization. In short, a Community Event is like a Public Assembly, but within the confines of a public space, most commonly a park, that does not affect the public right-of-way. Examples of a Community Event would be a cultural festival, a concert or other performance, a speaker, or any other event in a public space open to all members of the public which will not impede the public right of way. If you are applying for a “Community Event” permit with 200 people or more expected, or reasonably anticipated by the applicant, in addition to the Application for Event Permit **you will be required to fill-out SUPPLEMENTAL FORM 1B and SUPPLEMENTAL FORM 2**. If you are applying for a “Community Event” permit with less than 200 people expected or reasonably anticipated by the applicant, you do not need to submit Form 1B with the Application for Event Permit, but the Park’s Department reserves the right to request you complete Form 1B after a review of your permit application.

Despite the foregoing, you do not need a permit if you and only a few others (meaning less than 25 people) informally intend to gather at a public space such as a City park and are (1) not seeking exclusive use of the space, understand that you do not have any exclusive use of that space, and understand that any person or organization with a permit issued by the City for that space has exclusive use of that space and you may be asked to leave; and (2) not gathering on a city street, highway, parking lot, or any space allowing vehicular traffic.

For example, if you and a few friends want to throw a Frisbee in a park, you do not need a permit. Or, if you and a group of people want to meet in a park to discuss an environmental issue, you do not need a permit. However, if someone else has a permit for that same space, you may be asked to leave as they have exclusive use of it according

to the terms of their permit. Revenue generating events do not qualify, meaning events involving advertising, admission, food vendors, live entertainment, staging, tenting or booths will need a permit.

Questions to ask yourself:

1. Are you hoping to block off a portion of a local park to have a picnic for just your friends or family? If so, this is probably a Private Event.
2. Are you having an event and inviting everyone you're connected to on social media? If so, this is probably a Community Event.
3. Are you organizing an event for a large group of people that will require blocking off streets? If so, this is probably a Parade Event or Public Assemblies event.

If you are at all unsure as to which type of event you are holding or which forms you need to complete, please contact the Parks Department and they will be happy to assist you.

INSURANCE

The sponsoring organization is required to have liability insurance to cover this event for at least \$1 million. A certificate of liability insurance is secured by the sponsoring organization from their insurance company.

The insurance MUST be issued by a company licensed to issue insurance in New York State and name the City of Syracuse as an additional insured on a primary and non-contributory basis. The certificate holder would be the City of Syracuse, 412 Spencer Street, Syracuse, NY 13204. In addition, a copy of the endorsement page must be included with your event application.

In the event you are unable to pay the cost of liability insurance please contact the Parks Department to discuss possible options.

PARKING

Give some consideration to locating sufficient parking for your guests, the guests who might have disabilities, performers and sound/staging vehicles. Vehicle access to come areas may be restricted.

PUBLIC SAFETY

A Public Assembly Permit, Parade Permit, or Community Event Permit application with over 200 attendees expected or reasonably anticipated by the applicant, needs to be on file with the Syracuse Police Department. (If you are told by a member of the Parks Department to complete Supplemental Form 1B for your Private Event, then your Private Event Permit will also need to be on file with the Syracuse Police Department.) The application is included with this packet. Based on several factors, discussed below, the Syracuse Police Department will determine if security (meaning sworn police officers or private security or both) will be required for your event. In the event security is deemed necessary, the cost of such security shall be the obligation of the event organizers.

POWER

Power may be available in some locations, but not necessarily all the parks. Please check with the Special Events Office about power availability. A power request sheet may need to be turned in to the Special Events division.

RESTROOM ACCESS

Restroom facilities are available at some locations. At those venues where there are no restrooms, you must secure and pay for porta john units.

SECURITY & POLICE PRESENCE

By ordinance, all Public Assemblies and Parades may require police protection and involvement, which is explained in further detail as part of **SUPPLEMENTAL FORM 1A**, titled "NOTICE TO PUBLIC ASSEMBLY AND PARADE EVENT PERMIT APPLICANTS." As noted in that section, the Syracuse Police Department ("SPD") will make a determination based upon objectively reasonable factors set forth in **SUPPLEMENTAL FORM 1A**, in accordance with all governing law and applicable local ordinances. SPD may also require the applicant hire an approved security company, either in addition to or in lieu of, SPD personnel.

Community Events (and possibly Private Events, but likely only where the number of participants is reasonably expected to exceed 200 people) may be required to hire an approved security company upon review by SPD, which is further detailed under **SUPPLEMENTAL FORM 1B** and **SUPPLEMENTAL FORM 2**, below.

SPD reserves the right to order sworn peace or police officers to be present at an event if the event's security or safety requirements demonstrably exceed the scope, scale, and capability of private security companies and guards, after considering: (a) legal and tactical limitations of licensed private security guards versus sworn police officers; (b) documentation submitted by the applicant regarding the event; (c) additional documentation requested of the applicant by SPD; (d) the factors listed below to determine the number of officers assigned to an event (see **SUPPLEMENTAL FORM 1B**, below) and/or (e) the detailed security plan of the applicant's proposed security company (see **SUPPLEMENTAL FORM 2**, below).

The City expressly reserves the right to have SPD officers at any event on or at public property within the City of Syracuse, without limitation.

TABLES & CHAIRS

Your organization will need to make arrangements to secure whatever you might need.

TENTING

The organizing committee is responsible for securing and paying for the rental of tents, as needed. The City of Syracuse does not provide tenting.

All tents must be weighted, NOT STAKED. The tent company should contact us in advance at 315-473-4330 to make these arrangements.

Tents must be flame retardant and bear a certificate or stamp inside the tent indicating that it is flame retardant.

Tents greater than a 10'x12' are required to have a tent permit. Tent permits are handled by the Syracuse Fire Prevention Bureau at 315-448-4777. Tents may be inspected by the Syracuse Fire Department.

VENDORS

The organizing committee is asked to provide the Special Events Staff with a listing of all food and nonfood vendors no later than one week prior to the events start date. All vendors must provide the City of Syracuse with a Certificate of Liability Insurance that names the City as additionally insured.

Vendor Power:

Where power is available, power requirement sheets should be submitted to the Special Events office, who will then submit them to the city electricians. (The power template sheet is attached to this application.) This information can be forwarded to Parks Department Special Events Office (which can be reached at 315-473-4330), and must be received no later than one week prior to your event's start date. If there is a problem with providing adequate power, you will be notified in advance so you can make arrangements.

Tenting:

Vendors will follow the same tenting regulations as listed above.

Health Permit:

Vendors are responsible for obtaining a valid Health Permit from the Onondaga County Health Department (315-435-6607), this would either be a temporary food permit or a mobile cart permit. Please note that if the vendor owns a restaurant, the permit for their restaurant does not cover their stand off-site.

Regardless of whether the food is sold or given away, all food consumed at a public event must be prepared either at the event site or at a kitchen facility that has been approved by the Onondaga County Health Department. Therefore, no food that has been prepared at one's home will be allowed at a public event, including "dishes to pass".

Water/Hoses:

Water will be made available to food vendors via a nearby fire hydrant, but we need to be made aware of water needs in advance of the event date. If a vendor needs a constant source of water, they must supply their own food grade hose to reach their booth. NOT ALL VENUES HAVE WATER HOOK-UPS AVAIALABLE.

Propane Tanks/Propane Permits/Fire Extinguishers:

Those vendors using propane at their booths are required to apply for a propane permit through the Fire Prevention Bureau. Please call 315-448-4777 for more information. Anyone using open flames to cook shall provide the following on site: a propane permit, a U.L. listed currently tagged and inspected ABC extinguisher - no less than 5 lbs.; a spray bottle of soapy water to test fittings and gas leaks. If deep frying is to be used, then a "K" type extinguisher must also be on site.

****Please be aware that the applicant is expected to return the public space to the condition it was in prior to the event****

Application Form for Event Permit

Those planning Events should contact the Parks Department Special Events Office at 315-473-4330 with an outline of the Event.

Please fill out the application form and return it with the appropriate fees, \$50.00 for every 4 hours, with an additional \$20.00 for electrical hook-up where available (permit fee varies for Clinton Square and the Inner Harbor) to the Special Events Division, Syracuse Parks & Recreation, 412 Spencer Street, Syracuse, NY 13204. Checks or money orders can be made payable to the "Commissioner of Finance."

Pending approval and/or further review, you will receive an official Event Permit for your event. Please carry your Event Permit with you, or your authorized representative, on the date of your Event at the Event. Please note that no date or time will be guaranteed in to the applicant or the applicant's organization for their Event until: (1) the application is completed, submitted, reviewed, and approved; (2) payment is provided; and (3) proof of insurance is turned in to the Special Events office.

Requesting Organization: _____

Contact Name: _____

Address: _____

Phone Number: _____ **Email:** _____

Facility Requested: _____

Date Requested: _____ **Times Requested:** _____

*the times should include your setup and breakdown

Please give a brief description of your event (attach description if necessary):

Expected Number of Attendants: _____

Electrical Hook-up: _____ **YES** _____ **NO** _____

*\$20.00 Fee

Tent Set-up: _____ **YES** _____ **NO** _____

Conditions, Terms & Limitations of Permit for an Event

All Park rules and regulations must be adhered to.

PLEASE INITIAL NEXT TO EACH HIGHLIGHTED ITEM

PARK/FIELD HOURS

Syracuse Parks & Fields are open from dawn to dusk unless otherwise stated or authorized by the Commissioner of the Parks Department.

PERMITTEE RESPONSIBILITY

Damages caused by negligence to a park/athletic facility/equipment will be assessed as to the cost to correct, replace and repair. Costs will then be passed on to the offending applicant. The permit applicant is financially responsible for 100% of any damages done to any City property during their permitted time.

TRASH

The Event Permit applicant, organization, league or group is responsible to make sure all trash is properly disposed into trash or recycling receptacles. If after an event, activity or game it is found that additionally clean-up is necessary, the applicant will be charged.

TOILETS

The Event Permit applicant is responsible for any additional portable toilets required for use, the cost being the responsibility of the permit applicant.

PERMITS

An Event Permit will give you exclusive rights to an area within a park of your choice. Separate permits are required for each location you choose, and there will be an additional permit fee for each area. The Event Permit applicant should have an original copy of the permit on their designated person at the event(s) and/or activity and be able to produce said permit at any requested time by the Department of Parks & Recreation staff or police. If the permit holder is not going to use a field/facility, the unused dates and times may not be assigned or transferred. These dates and times must be made aware to the Department of Parks immediately.

TENTS

If your tent is going to be more than 10 x 12 feet, than you will need get a tent permit. To download the Tent Permit Application, go to www.syracuse.ny.us, click on Departments, click on Fire, click on Permit Applications, and then the Tent Permit link. Follow the instructions on where and how to send the permit and payment to the Fire Department.

All tents need to be stamped as being flame retardant and should be weighted, not staked.

TABLES/CHAIRS/DECORATIONS

You are welcome to bring in additional chairs, tables or decorations for your event, but please note that you are responsible for obtaining the items and removing them from your site immediately following your event. This is especially important for weddings at Thornden Park, since the Rose Garden and Lily Pond might have as many as three or four weddings there on one day.

PICNIC TABLES

Some of the picnic shelters have tables; some do not. We do not have the inventory to supply additional tables. Please feel free to bring in additional tables and chairs if necessary.

PARKS STAFF

The Syracuse Parks Department reserves the right for staff to enter all fields, parks and facilities at any time during any and all use for observation.

PARKING/SERVICE ROADS

Please obey the Parking Signs posted in each park. Parking is restricted to parking lots and the perimeter roads in the parks. Service roads remain closed due to safety concerns. **NO VEHICLES MAY BE DRIVEN ON ANY FIELD AT ANY TIMES. NO CARS ARE ALLOWED INSIDE THOSE AREAS BLOCKED BY SERVICE ROAD GATES.**

ALCOHOL

NO ALCOHOLIC BEVERAGES ARE ALLOWED FOR CONSUMPTION OR SALE. Please be aware that violations are subject to penalty pursuant to City Ordinance.

MUSIC

NO DJ's, live music, or amplified sound is allowed in any Public venue unless otherwise approved by the Commissioner of the Parks Department.

A small, battery-operated radio is allowed. If you are having music, you must abide by the City of Syracuse Ordinance, Chapter 40, Noise Control Ordinance, Article 11, Sec. 40-16, *No person shall operate, play or permit the operation or playing of any radio, television, phonograph, drum, musical instrument, sound amplifier or similar device which produces, reproduces or amplifies sound: a) In such a manner as to create unnecessary noise across a real property boundary, except for activities open to the public and for which a permit has been issued by the administrator pursuant to rules and regulations promulgated by him, or by license issued by the commissioner of licenses.*

ADVERTISING OF ILLEGAL ACTIVITY

No sponsor of any event authorized hereunder shall be an entity that promotes otherwise illegal activity in the State of New York.

DEPARTMENT REFUND POLICY

We will not refund short notice cancellations that are no fault of this department or inclement weather.

All program and reservation refunds are required to be submitted in writing 30 days in advance for a full refund, less the \$5.00 processing fee.

All refunds will be paid by check and will take 2-4 weeks to process.

Any revocation of a permit due to disciplinary action will not receive a refund.

Please be advised that any transactions paid for by credit card, the 2.7% processing fee will not be returned.

Signature: _____

Date: _____

Print Name: _____

(Your signature indicates that you have read and agree to all the rules and regulations stated within the Public Programs Guidelines)

Any violation may result in your permit being revoked immediately on site.

WAIVER OF LIABILITY AND INDEMNITY

WAIVER OF LIABILITY AN INDEMNITY CITY OF SYRACUSE DEPARTMENT OF PARKS & RECREATION

For, and in consideration of, the undersigned being permitted the use of _____ (Name of Facility) on _____ (Date) the undersigned, in order to avail himself/herself/themselves of said permit, recognizes and assumes any and all risks pertaining thereto, and hereby releases the City of Syracuse, its officials, officers, and all other personnel of the City of Syracuse from any and all liability, damages, costs or expense arising from claims for injuries to persons (including death) or damage to property occasioned by the granting of this permit, or arising from any conduct undertaken by any person by reason of this permit unless attributable to the City's negligence or intentional actions. The undersigned shall indemnify and hold the City harmless from any liability to any persons resulting from any property damage or personal injury (including death) occurring in connection with the permitted event proximately caused by the actions of the undersigned, its officers, members or agents or any persons who were under the undersigned's control. Persons who merely join in a parade or event are not considered by that reason alone to be under the control of the undersigned.

The permit will be immediately revoked for the use of alcohol, any illegal substance, and violation of the law and any behavior deemed inappropriate by the City of Syracuse Department of Parks, Recreation & Youth Programs Commissioner, or committee, or the Commissioner's appointed representatives. If at any time an unfavorable condition exists or conduct by a participant or participants is deemed inappropriate, the Parks Commissioner or his/her duly appointed representative reserves the right, in the interest of public safety, to discontinue all activities or dismiss the person or persons detrimental to the activity.

All incidents or accidents should be reported to the City of Syracuse Department of Parks, Recreation and Youth Programs immediately.

My signature below indicates that I have read and agree to the above disclaimer, received and read a copy of the "Fields and Facilities Permit Policy Handbook," and will fully abide by the terms, conditions and provisions contained or referred to therein.

Signature of Applicant	Organization Name	Date	
Address: _____ Street _____ City _____ State _____ Zip Code _____			
Home Number: () _____			
Work Number: () _____			
Cell Number: () _____			
Email: _____			

SUPPLEMENTAL FORM 1A
PARADE/PUBLIC ASSEMBLY PERMIT
(CITY ORDINANCE SECTION 16-35)

Requesting Organization:	Name of Applicant/Representative:
Address:	Address:
Business Phone:	Business Phone:
Home Phone:	Home Phone:
Email:	Email:

Date of Application: _____ Reason/Purpose of Application: _____

PARADE APPLICATION:

Formation Location: _____ Dispersal Location: _____

Day/Date: _____ Start Time: _____ Finish Time: _____

Parade Route: _____
 _____ Sound System: YES _____ NO _____

Estimated Number of Participants: _____ Number of Motor Vehicles: _____
 (see requirements on next page)

PUBLIC ASSEMBLY APPLICATION:

Explain the Public Assembly (concert, protest, demonstration, etc.): _____

Date(s) of Assembly: _____ Start Time: _____ Finish Time: _____

Location(s) of Assembly: _____ Estimated # of Participants: _____

Sound Amplification System: YES _____ NO _____

Name(s) of Speaker(s)/Performer(s): _____

* Please attach supplemental paperwork if responses exceed space provided above.

OFFICIAL USE ONLY:

Date of Issuance: _____

Special Events Section: _____

Support Services Bureau Deputy Chief: _____

Police Stipulations

if box is checked see
attached sheet

SUPPLEMENTAL FORM 1A (Continued)
NOTICE TO PUBLIC ASSEMBLY AND PARADE EVENT PERMIT APPLICANTS

The Syracuse Police Department (“SPD”) will review the event application and determine the scope of private security required for your event based on the factors set forth below. Please complete **SUPPLEMENTAL FORM 2**, which concerns private security, and submit it with your application.

The City and SPD also reserve the right to order that sworn police officers be present at a public assembly/parade, or a combination of private security guards and sworn police officers, if the event has security or safety requirements for the event demonstrably exceed the scope, scale, and capability of private security companies and guards. Sworn police officers will almost always be necessary if the event requires road closures, such as for a parade. Please be advised that SPD does not provide police services free of charge for Public Assemblies or Parades where SPD has determined that police officers are required. SPD’s Special Events Section will review the police deployment and associated costs with the applicant (*via* telephone or an in-person meeting) before the Event Permit is issued. SPD’s Special Events Section will also provide the applicant with an invoice indicating the reason why officers are being required, the number of officers, and estimated total cost of police presence to the applicant before the Event Permit is issued. The expense for each officer will be based on the current hourly overtime rate.¹

All final figures of required SPD personnel need to be approved and reviewed by SPD, and SPD shall have discretion to deviate from any of the proposed numbers. In the event that SPD deviates upward from the proposed numbers of required SPD personnel, payment by the applicant for the increased SPD personnel will not be required. (This is assuming that the applicant has not altered the application.) However, if the invoice increases due to the SPD personnel’s overtime rate, the applicant will be required to pay that cost. For this reason, the invoice will assume the hourly rate for officers at the top end of the spectrum to provide applicants with the best estimate of the ceiling for SPD personnel.

The number of officers assigned to an event, if any, will be determined by SPD after an evaluation of the following factors:

1. The size of the event based on number of participants, vendors, vehicles, attendees, or any other involved entity (e.g., generally, for events with 200 participants or more, one police officer may be required for every 100 attendees);²
2. The overall level of usage of the public right-of-way approved for the event (e.g., generally, road closures will require additional officers);
3. The presence of an alcohol permit for the Event; and,
4. The compelling need for security given the type of the event (e.g., the filming of a movie which closes streets or uses a significant portion of a park).

¹ Applicants will be required to pay the contractually obligated overtime rate for each and every police officer based on the officer’s rank. The current overtime rate is typically \$50/hour.

² Generally, every three police officers will require an additional supervisory officer (e.g., sergeant, lieutenant, captain, or deputy chief).

SUPPLEMENTAL FORM 1A (Continued)
NOTICE TO PUBLIC ASSEMBLY AND PARADE EVENT PERMIT APPLICANTS (Continued)

For example, a community block party may not require security guards or police officers. At the other end of the spectrum, a parade or procession requiring the closure of multiple city streets will likely require several police officers.

The applicant and/or event organizer will be required to reimburse SPD for police officer deployment associated with the event within 30 days of receiving the invoice for services rendered. The City of Syracuse will not charge the applicant for SPD's services when SPD determines that SPD's routine patrol functions are sufficient based on the same above-listed factors.

SPD shall further determine if the Public Assembly or Parade requires the closure of the entire street, some part of the street, or no closure of the street (this equally applies to other types of public right-of-way). Participants may be directed to use the sidewalk, based on the day of the week, time of day, and participant's safety where the use requested would render use of a roadway impracticable under factors considered under Section 16-35.

Two or more distinct events will **not** be allowed to use the same route or assembly location without written permission from each and every applicant and the approval of SPD.

VEHICLE PARTICIPATION

Any motor vehicle participating in any parade or public assembly must meet all New York State Vehicle & Traffic rules and regulations, including a valid registration, current insurance coverage, and current NYS Inspection. Each vehicle must be operated legally and safely by a driver licensed to operate that type of motor vehicle involved, in accordance with all New York State Vehicle & Traffic rules and regulations. Proof of this requirement must be available for all vehicles and all drivers at the time of the event and must be produced if an SPD officer so requests. Any motor vehicle or driver who does not have such proof on the day of the event will not be allowed to participate in the event.

SEARCHES MAY BE REQUIRED

The applicant and the sponsoring organization understand the City reserves the right to require searches of participants prior to entry into an Event under the following conditions:

- a. if the Event is one requiring elevated high security (such as the presence of a public figure or other dignitary); or
- b. the Event is held within an enclosed space that—regardless of the Event—would in the normal course of business so require (e.g., City Hall).

Any search requirement will be discussed with the applicant in advance in order to ensure the safety of all participants and the general public, and upon discussion may be determined a necessary condition in order for the City to authorize the issuing of a permit.

SUPPLEMENTAL FORM 1A (Continued)

RULES & REGULATIONS

This City expressly reserves the right to revoke any permit granted from this application due to any emergency condition(s) that could arise before or during the course of the Event for which the permit has been granted or for any violations of the following regulations, without any prior notice to the applicant. Further, by signing the below, the applicant and the applicant's sponsoring organization understands and agrees to abide by the following:

- 1.) The applicant shall carry a copy of this permit on their person during the Event and will be designated as the contact person available to police officers for the transmission of messages or directions to all persons participating or attending the Event. If the applicant is not going to be on scene, then another authorized representative shall carry the permit and make their role known to police officers on scene.
- 2.) All persons participating in or attending the event shall obey the lawful commands of any police officer and shall conduct themselves in a lawful manner at all times.
- 3.) Parades or processions will proceed at a constant pace and shall not be stopped (unless agreed to in advance, with SPD) except upon direction of the Police.
- 4.) All sections/groups in a parade/procession shall remain in close proximity to each other and will not step out of line to perform independent maneuvers.
- 5.) The normal flow of traffic shall not be deterred except in instances where a police officer so directs or orders.
- 6.) If the actual number of participants exceeds the estimated maximum number of participants to the point where SPD reasonably believes that the assigned police coverage is not adequate to provide for a safe environment for the participants or the public in general, SPD may, at its discretion, delay or cancel the event.
- 7.) The applicant and the sponsoring organization understands that each and every person present at or seeking entry to the Event shall be prohibited by governing New York penal law and Federal law from transporting, selling, using, possessing, or facilitating the possession of any weapon prohibited under and defined by New York law (e.g., NY Penal Law, Articles 265 and 270) and Federal law (18 USC § 921(a)(3); 18 USC § 922; and 18 USC § 930(g)(2)).

I, the applicant, agree to all of the above:

Date: _____

Name (Print): _____

Signature: _____

CONTACT INFORMATION:

Name: _____

Title: _____

Email: _____

Mailing Address: _____

Daytime Telephone #: _____

Other Telephone #: _____

SUPPLEMENTAL FORM 1B
COMMUNITY EVENT PERMIT

Requesting Organization:	Name of Applicant/Representative:
Address:	Address:
Business Phone:	Business Phone:
Home Phone:	Home Phone:
Email:	Email:

Date of Application: _____ Reason/Purpose of Application: _____

Explain the Community Event (concert, protest, demonstration, etc.): _____

Date(s) of Event(s): _____ Start Time(s): _____ Finish Time(s): _____

Location(s) of Event: _____

Does the Event effect the Public Right of Way? YES _____ NO _____

If YES, where and how?: _____

Estimated # of Participants: _____

Sound Amplification System: YES _____ NO _____

Name(s) of Speaker(s)/Performer(s): _____

OFFICIAL USE ONLY:

Date of Issuance: _____

Special Events Section: _____

Support Services Bureau Deputy Chief: _____

Police Stipulations

if box is checked see
attached sheet

SUPPLEMENTAL FORM 1B (Continued)
NOTICE TO COMMUNITY EVENT PERMIT APPLICANTS

The Syracuse Police Department (“SPD”) will review the event application and determine whether private security will be required for your event based on the factors set forth below. In the event SPD determines that your event requires private security, you will be asked to complete and submit **SUPPLEMENTAL FORM 2**. Private security will likely be necessary if 200 or more participants are reasonably expected to attend. Thus, if you reasonably expect 200 or more attendees, please complete **SUPPLEMENTAL FORM 2**, which concerns private security, and submit it with your application.

The City and SPD also reserve the right to order that sworn police officers be present at an event, or a combination of private security guards and sworn police officers, if the event has security or safety requirements that demonstrably exceed the scope, scale, and capability of private security companies and guards. For example, if your event is hosting a foreign dignitary to speak. Unless the event infringes on the right-of-way or requires road closures, it is unlikely that the City or SPD will require sworn police officers at a community event.

However, in the event that SPD is necessary, please be advised that SPD does not provide police services free of charge events where SPD has determined that police officers are required. SPD’s Special Events Section will review the police deployment and associated costs with the applicant (*via* telephone or an in-person meeting) before the event permit is issued. SPD’s Special Events Section will also provide the applicant with an invoice indicating the reason why officers are being required, the number of officers, and estimated total cost of police presence to the applicant before the event permit is issued. The expense for each officer will be based on the current hourly overtime rate.³

All final figures of required SPD personnel need to be approved and reviewed by SPD, and SPD shall have discretion to deviate from any of the proposed numbers. In the event that SPD deviates upward from the proposed numbers of required SPD personnel, payment by the applicant for the increased SPD personnel will not be required. (This is assuming that the applicant has not altered the application.) However, if the invoice increases due to the SPD personnel’s overtime rate, the applicant will be required to pay that cost. For this reason, the invoice will assume the hourly rate for officers at the top end of the spectrum to provide applicants with the best estimate of the ceiling for SPD personnel.

³ Applicants will be required to pay the contractually obligated overtime rate for each and every police officer based on the officer’s rank. The current overtime rate is typically \$50/hour.

SUPPLEMENTAL FORM 1B (Continued)
NOTICE TO COMMUNITY EVENT PERMIT APPLICANTS (Continued)

The number of officers or security personnel requirements assigned to the event, if any, will be determined by SPD after an evaluation of the following factors:

1. The size of the event based on number of participants, vendors, vehicles, attendees, or any other involved entity (e.g., generally, for events with 200 or more participants, one police officer or security guard may be required for every 100 attendees);⁴
2. The overall level of usage of the effected public area or park approved for the event;
3. The presence of an alcohol permit for the Event;
4. The compelling need for security given the type of event (e.g., the filming of a movie which closes streets or uses a significant portion of a park).

For example, a barbecue or softball game at a local park, open to the entire neighborhood, with less than 200 expected participants, would not likely require security guards or police officers. At the other end of the spectrum, a music festival, where attendees will be charged admission, alcohol will be sold, and hundreds of participants are expected, would likely require security guards or police officers.

Two or more distinct events will **not** be allowed to use the same route or assembly location without written permission from each and every applicant and the approval of SPD.

SEARCHES MAY BE REQUIRED

The applicant and the sponsoring organization understands the City reserves the right to conduct, or require private security company personnel to conduct, a search of participants prior to entry into an Event under the following conditions:

- a. if the Event is one requiring elevated high security (such as the presence of a public figure or other dignitary); or
- b. the Event is held within an enclosed space that—regardless of the Event—would in the normal course of business so require (e.g., City Hall).

Any search requirement will be discussed with the applicant in advance in order to ensure the safety of all participants and the general public, and upon discussion may be determined a necessary condition in order for the City to authorize the issuing of a permit.

⁴ Generally, every three police officers will require an additional supervisory officer (e.g., sergeant, lieutenant, captain, or deputy chief).

SUPPLEMENTAL FORM 1B (Continued)

RULES & REGULATIONS

This City expressly reserves the right to revoke any permit granted from this application due to any emergency condition(s) that could arise before or during the course of the Event for which the permit has been granted or for any violations of the following regulations, without any prior notice to the applicant. Further, by signing the below, the applicant and the applicant's sponsoring organization understands and agrees to abide by the following:

- 1.) The applicant or an organization representative present at the Event shall carry a copy of this permit on their person during the event and will be designated as the contact person available to police officers for the transmission of messages or directions to all persons participating or attending the event. If the applicant is not going to be on scene, then another authorized representative shall carry the permit and make their role known to Police Officers on scene.
- 2.) All persons participating in or attending the event shall obey the lawful commands of any police officer and shall conduct themselves in a lawful manner at all times.
- 3.) Parades or processions will proceed at a constant pace and shall not be stopped (unless agreed to in advance, with SPD) except upon direction of the Police.
- 4.) All sections/groups in a parade/procession shall remain in close proximity to each other and will not step out of line to perform independent maneuvers.
- 5.) The normal flow of traffic shall not be deterred except in instances where a police officer so directs or orders.
- 6.) If the actual number of participants exceeds the estimated maximum number of participants to the point where SPD reasonably believes that the assigned police and/or private security coverage is not adequate to provide for a safe environment for the participants or the public in general, SPD may, at its discretion, delay or cancel the event.
- 7.) The applicant and the sponsoring organization understands that each and every person present at or seeking entry to the Event shall be prohibited by governing New York penal law and Federal law from transporting, selling, using, possessing, or facilitating the possession of any weapon prohibited under and defined by New York law (e.g., NY Penal Law, Articles 265 and 270) and Federal law (18 USC § 921(a)(3); 18 USC § 922; and 18 USC § 930(g)(2)).

I, the applicant, agree to all of the above:

Date: _____

Name (Print): _____

Signature: _____

CONTACT INFORMATION:

Name: _____

Title: _____

Email: _____

Mailing Address: _____

Daytime Telephone #: _____

Other Telephone #: _____

SUPPLEMENTAL FORM 2
PRIVATE SECURITY COMPANY APPLICATION

If you are requesting a public assembly/parade event permit, or reasonably expect 200 or more participants at your community event, please complete this form and submit it and the material referenced below with your permit application. If you are requesting a permit for a private event, you do not need to complete this form unless told to by a member of the Parks Department or SPD. In addition to private security, you are also free to hire an off-duty peace officer, such as a member of a local County Sheriff's Office. In that event, you do not need to attach items 1 and 2 below (concerning the security company's licenses).

The City expressly reserves the right to have SPD officers at any event on or at public property within the City of Syracuse, without limitation. However, the applicant will only be charged for police presence in the circumstances described in **SUPPLEMENTAL FORMS 1A** and **1B**, such as for road closures or for an event where the safety requirements demonstrably exceed the scope, scale, and capability of private security companies and guards.

All final security plans need to be approved by SPD and SPD shall have discretion to deviate from the final plan. The below form for SPD's review of your security company should be completed by the private security company, and all recommendations are subject to review, approval, denial, and modification by the City.

TO BE COMPLETED BY AUTHORIZED REPRESENTATIVE OF THE PRIVATE SECURITY COMPANY:

Name of Company: _____

Company's Web Address: _____

Name of Authorized Company Representative: _____ Title: _____

Email: _____

Mailing Address: _____

Business Telephone: _____ Alternative Telephone: _____

Applicant Company is required to attach the following documents, which are incorporated by reference to this application:

1. Copy or proof of a license to operate as a business in the State of New York;
2. Copy or proof of license to operate as a personal security company in the State of New York;
3. Detailed security plan proposed by the security company, subject to revision by SPD; and
4. Proof of insurance for the event, listing the City of Syracuse as an additional insured.

PROVIDING FALSE CLAIM INFORMATION IS PUNISHABLE AS A CRIME

The undersigned company represented attests under the penalty of perjury that the above information, and all the information contained in the documents attached, is correct.

Print Name: _____

Signature: _____